

**Remarks**

This Application has been carefully reviewed in light of the Office Action mailed October 23, 2006. Applicant appreciates the Examiner's consideration of the Application. Applicant has made clarifying amendments to Claims 1-3, 5, 7-10, 13-14, 19, 23-24, and 29. None of these amendments are considered narrowing or necessary for patentability. Additionally, none of these amendments are made in relation to any of the rejections of the claims under 35 U.S.C. § 102. Applicant respectfully requests reconsideration and allowance of all pending claims.

**I. The Claim Objections should be Withdrawn**

The Examiner objects to Claims 2-3, 5, 7, 9-10, 13-14, 19, 23-24, and 29 because of certain alleged informalities. Applicant has amended Claims 2, 7, 9, 13, 19, 23, and 29 to recite the definition for the acronym XML. Applicant has amended Claims 3, 10, 14, and 24 to recite the definition for the acronym HTML. Applicant has amended Claim 5 to recite the definition for the acronym IMS. For at least these reasons, Applicant respectfully requests that the Examiner withdraw the objections to Claims 2-3, 5, 7, 9-10, 13-14, 19, 23-24, and 29.

**II. The Claims are Allowable over *Amys***

The Examiner rejects Claims 1-30 under 35 U.S.C. § 102(e) as being anticipated by U.S. Publication No. 2005/0120039 by *Amys* et al. ("*Amys*"). Applicant respectfully disagrees.

*Amys* discloses an electronic transaction capture, storage, and retrieval system that leverages the available, voluminous electronic documents generated by e-commerce activities. *Amys* at ¶ 0014. *Amys* appears to have the goal of threading together the related documents for a given business transaction. *Amys* at ¶ 0005. According to *Amys*, by analyzing these electronic documents [generated by e-commerce activities] and identifying their relationships, the system is able to present users a complete picture of each and every electronic transaction from the origination to the conclusion as it passes through various enterprises participating in the business transaction. *Amys* at ¶ 0014.

**A. Independent Claims 1 and 8 and their Dependent Claims are Allowable**

Applicant respectfully submits that *Amy*s fails to disclose, teach, or suggest various limitations recited in independent Claims 1 and 8. Applicant discusses independent Claim 1 as an example.

At a minimum, *Amy*s fails to disclose, teach, or suggest the following limitations recited in Claim 1:

- generat[ing] a plurality of schema definitions in response to the plurality of transaction definitions, wherein the schema definitions are written in a self-describing language;
- wherein a first schema definition is operable to map the one or more parameters associated with a first transaction definition to a first document written in the self-describing language; and
- wherein a second schema definition is operable to map a second document written in the self-describing language to the one or more parameters associated with a second transaction definition.

For example, the cited portions of *Amy*s fail to disclose, teach, or suggest “generat[ing] a plurality of schema definitions in response to the plurality of transaction definitions, wherein the schema definitions are written in a self-describing language,” as recited in Claim 1.

First, the cited portions of *Amy*s do not disclose, teach, or suggest a plurality of schema definitions that are generated in response to a plurality of transaction definitions. The Examiner apparently equates the specifications/schema disclosed in *Amy*s with the “plurality of schema definitions (recited in Claim 1). See Office Action, Page 4 citing *Amy*s at ¶ 0024, Figure 3, item 32. Assuming for the sake of argument only that this equation is even possible, nowhere do the cited portions of *Amy*s disclose, teach, or suggest that its disclosed specifications/schemas are generated in response to a plurality of parsed transaction definitions (as recited in Claim 1). The portion of *Amy*s that the Examiner relies upon as allegedly disclosing the parsing of the plurality of transaction definitions (recited in the first limitation of Claim 1) is paragraph 0029. See Office Action, Page 4. However, in paragraph 0029, *Amy*s discloses parsing the transaction specification database (which, as discussed above, the Examiner apparently equates with the schema definitions recited in Claim 1). Thus, this parsing cannot be of both the transaction definitions and the schema definitions.

Second, at least the cited portions of *Amy*s do not disclose, teach, or suggest schema definitions that are written in a self-describing language. As discussed above, the Examiner apparently equates the specifications/schema disclosed in *Amy*s with the plurality of schema definitions generated in response to the plurality of transaction definitions (recited in Claim 1). Assuming for the sake of argument only that this equation is even possible, nowhere do the cited portions of *Amy*s disclose, teach, or suggest that its disclosed specifications/schemas are written in a self-describing language, as are the schema definitions recited in Claim 1.

As another example, at least because the cited portions of *Amy*s fail to disclose, teach, or suggest, “generat[ing] the plurality of schema definitions,” as recited in Claim 1, the cited portions of *Amy*s necessarily fail to disclose, teach, or suggest “wherein a first schema definition is operable to map the one or more parameters associated with a first transaction definition to a first document written in the self-describing language” and “wherein a second schema definition is operable to map a second document written in the self-describing language to the one or more parameters associated with a second transaction definition,” as recited in Claim 1.

For at least these reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 1 and its dependent claims. For at least certain analogous reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 8 and its dependent claims.

**B. Independent Claims 12 and 22 and their Dependent Claims are Allowable**

Applicant respectfully submits that *Amy*s fails to disclose, teach, or suggest various limitations recited in independent Claims 12 and 22. Applicant discusses independent Claim 12 as an example.

At a minimum, *Amy*s fails to disclose, teach, or suggest the following limitations recited in Claim 12:

- a software service operable to receive a transaction request and to generate a first object associated with the transaction request;

- an object generator operable to convert the first object into a first document written in a self-describing language; and
- a document generator operable to convert the first document into a first transaction message according to a schema associated with a first transaction type determinable from the first document.

For example, the cited portions of *Amys* fail to disclose, teach, or suggest “a software service operable to receive a transaction request and to generate a first object associated with the transaction request,” as recited in Claim 12. The Examiner apparently relies on Figure 3, item 35 (and related text) of *Amys* as allegedly disclosing these limitations of Claim 12. *See* Office Action, Page 7. Item 35 in Figure 3 of *Amys* is a transaction processor, but the cited portion merely discloses that transaction processor 35 assigns a life cycle ID to electronic documents or items. According to *Amys*, when an electronic transaction is received as transaction data, transaction processor 35 uses the specification stored in the transaction specification database 32 to parse and retrieve the key values of the transaction. The key values are used to search the life cycle index tables to see whether or not any of these values have already been indexed. If one or more matches are found, the assigned life cycle IDs for the matched rows in the table are retrieved and used to archive and log the current transaction. If no match is found, transaction processor 35 assigns a unique life cycle ID for each of the key values and adds these keys into the Index table 31. These life cycle IDs are then used to archive and log the current transaction. *See Amys* at ¶ 0029.

Nowhere does the cited portion of *Amys* disclose, teach, or suggest generation of an “object,” let alone “receive[ing] a transaction request” and “generat[ing] a first object associated with the transaction request,” as recited in Claim 12. The Examiner does not identify, nor does Applicant find in the cited portions, what particular teachings in *Amys* could disclose, teach, or suggest “the first object associated with the transaction request” or “generat[ing the] first object associated with the transaction request,” as recited in Claim 12.

As another example, the cited portions of *Amys* fail to disclose, teach, or suggest “an object generator operable to convert the first object into a first document written in a self-describing language,” as recited in Claim 12. As allegedly disclosing these limitations, the Examiner again references transaction processor 35 and paragraph 0029 of *Amys*, particularly noting the disclosure of “pars[ing] incoming data.” *See* Office Action, Page 7. In particular,

*Amy*s discloses that when an electronic transaction is received as transaction data 36, transaction processor 35 uses the specification stored in the transaction specification database 32 to parse and retrieve the key values of the transaction. The key values are used to search the life cycle index tables to see whether or not any of these values have already been indexed. If one or more matches are found, the assigned life cycle IDs for the matched rows in the table are retrieved and used to archive and log the current transaction. If no match is found, transaction processor 35 assigns a unique life cycle ID for each of the key values and adds these keys into the Index table 31. These life cycle IDs are then used to archive and log the current transaction. *See Amy*s at ¶ 0029.

Nowhere does the cited portion of *Amy*s disclose, teach, or suggest generation of “an object generator operable to convert the first object into a first document written in a self-describing language,” as recited in Claim 12. The Examiner does not identify, nor does Applicant find in the cited portions, what particular teachings in *Amy*s could disclose, teach, or suggest “the first object,” “a first document written in a self describing language,” or “convert[ing] the first object into [the] first document written in [the] self-describing language,” as recited in Claim 12. Additionally, the cited portion of *Amy*s does not even mention a “self-describing language,” let alone “a first document written in a self-describing language,” as recited in Claim 12.

As another example, the cited portions of *Amy*s fail to disclose, teach, or suggest “a document generator operable to convert the first document into a first transaction message according to a schema associated with a first transaction type determinable from the first document,” as recited in Claim 12. As allegedly disclosing these limitations, the Examiner again references transaction processor 35, as well as the logic detail database 34 (*Amy*s at ¶ 0027), particularly noting the disclosure of “process logging.” *See Office Action*, Page 7. According to *Amy*s, log detail database 34 provides chronological order to transactions by logging and time stamping each transaction parsed. The name of the sender, receiver, time stamp, date stamp, transaction type, life cycle ID, and archive index are maintained. *Amy*s at ¶ 0027. It appears that transaction processor 35 uses life cycle IDs to archive and log transactions. *Id.* at 0029.

However, the disclosure of process logging in the cited portions of *Amys* does not disclose, teach, or suggest “a document generator operable to convert the first document *[generated in the manner recited in the previous limitation of Claim 12]* into a first transaction message according to a schema associated with a first transaction type determinable from the first document,” as recited in Claim 12. To the extent that the Examiner relies upon an electronic document received as part of the transaction data in *Amys* as allegedly disclosing the first document recited in Claim 12 (which Applicant does not necessarily agree is appropriate), Applicant respectfully submits that there is no disclosure, teaching or suggestion in the cited portions of *Amys* that such an electronic document is converted from a first object, as is the first document recited in Claim 12.

For at least these reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 12 and its dependent claims. For at least certain analogous reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 22 and its dependent claims.

### **III. No Waiver**

All of Applicant’s arguments and amendments are without prejudice or disclaimer. Additionally, Applicant has merely discussed example distinctions from the reference cited by the Examiner. Other distinctions may exist, and Applicant reserves the right to discuss these additional distinctions in a later Response or on Appeal, if appropriate. By not responding to additional statements made by the Examiner, Applicant does not acquiesce to the Examiner’s additional statements. The example distinctions discussed by Applicant are sufficient to overcome the Examiner’s rejections.

**Conclusion**

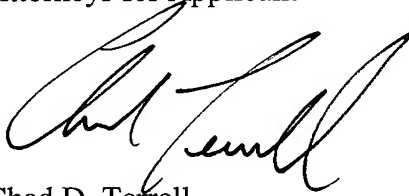
Applicant has made an earnest attempt to place the Application in condition for allowance. For at least the foregoing reasons, Applicant respectfully requests full allowance of all pending claims.

If the Examiner feels that a telephone conference or an interview would advance prosecution of the Application in any way, the Examiner is invited to contact the undersigned attorney for Applicant at the Examiner's convenience at (214) 953-6813.

Although Applicant believes no fees are due, the Commissioner is hereby authorized to charge any fees or credit any overpayment to Deposit Account No. 05-0765 of Electronic Data Systems Corporation.

Respectfully submitted,

BAKER BOTTS L.L.P.  
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A handwritten signature in black ink, appearing to read 'Chad D. Terrell', is written over the printed name.

Chad D. Terrell  
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Date: January 23, 2007

Customer Number: **35005**